

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of December 6, 2010 by and between Regents of the University of Minnesota, a Minnesota constitutional educational corporation ("University"), on behalf of its Department of Intercollegiate Athletics ("Department") and Jerry Kill ("Coach").

WHEREAS, subject to the terms and conditions of this Agreement, the University desires to employ Coach as head coach of its intercollegiate football team ("Team") at the University's Twin Cities campus, and Coach is willing to accept such position and perform such services and duties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and such other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

I. EMPLOYMENT TERM AND DUTIES

1.1. Employment Term. Subject to the terms and conditions of this Agreement, the University hereby employs Coach as head coach of its Team at the University's Twin Cities campus, and Coach agrees to be so employed by the University, for a term commencing on December 6, 2010, and ending on February 15, 2018 ("Term of Employment").

1.2. Duties.

1.2.1. During the Term of Employment, Coach shall diligently and conscientiously devote his full time, attention, and diligent efforts in performing and discharging the usual and customary duties of a head coach of a National Collegiate Athletic Association ("NCAA") Division I football team, including, but not limited to, the following duties:

- a. Conducting usual and customary coaching activities;
- b. Recruiting, and managing the recruitment of, student athletes;
- c. Fostering the academic progress of student athletes in the program;
- d. Representing the University's Team program, and cooperating with the Department in fulfilling contacts with or requests from, the news media, including appearances on radio and television, but recognizing the greater importance of coaching activities;

- e. Assisting with Departmental or University fund raising and public relations;
- f. Representing in a positive fashion the University and its athletic programs in private and public forums; and
- g. Performing such other duties normally associated with those of a head coach of an NCAA Division I football team, as reasonably requested by the Athletics Director ("Director") of Intercollegiate Athletics at the University (Twin Cities campus) or the Director's designee.

1.2.2. Unless otherwise expressly permitted in this Agreement, Coach shall be prohibited from receiving any benefits or compensation (other than as described herein) from any other source without the prior written agreement of the Director (not to be unreasonably withheld); provided however, subject to NCAA and University rules, during each year of the Term of Employment, Coach may conduct summer football camps. Such approval will not be unreasonably withheld, and the University agrees that such approval shall only be necessary to the extent University approval is required by the University of other coaches in the Athletic Department. For purposes of clarification, the parties agree that passive income received from investments and the like shall not be prohibited.

1.2.3. Coach shall not undertake commercial endorsements without the prior written consent of the University (not to be unreasonably withheld, delayed, or unreasonably conditioned). Coach shall not engage in any activity, if identified as the head coach of the Team, that directly implies approval or endorsement of any good or service, including, but not limited to, the wearing of garments which display a manufacturer's trademark, name, or other logo, unless such activity is first approved in writing by the Director. For example, Coach acknowledges that the University has entered into a MultiSport Agreement with Nike USA Inc., which includes the Team. Coach shall comply with the University's obligations under the Nike Agreement.

1.2.4. Coach shall not appear on radio, television, or any other media in return for a fee, in cash or in kind, without the prior written consent of the University (not to be unreasonably withheld, delayed, or unreasonably conditioned).

1.3. **Classification.** Coach's employment is a professional appointment subject to the University of Minnesota Academic Professional and Administrative Policies and Procedures ("Policies and Procedures"), as the same may be amended from

time to time. In the event of a conflict between the terms of this Agreement and the terms of the Policies and Procedures, the terms of this Agreement shall govern.

1.4. Compliance. Throughout the term of this Agreement, Coach shall use his diligent efforts to comply with the current and hereafter enacted or promulgated laws, policies, rules, and regulations governing the University and its employees, and the current and hereafter enacted or promulgated constitution, bylaws, and rules and regulations of the NCAA, the Big Ten Conference ("Big Ten"), and any other conference or organization with which the University becomes associated or which affects intercollegiate athletics (individually or collectively, "Governing Associations"). Coach shall use his diligent efforts to seek to ensure that all assistant coaches of the Team, any other University employee for whom Coach is administratively responsible, and the representatives of the University's athletic interests comply with the foregoing laws, policies, rules, regulations, constitutions, and bylaws.

1.5. Other Employment. During the term of this Agreement, Coach agrees not to personally, or through any agent or other representation, seek, discuss, negotiate, or accept other full-time employment without first having notified the Director in writing. Once such notification is received, permission to pursue other full-time employment will not be unreasonably withheld, delayed, or unreasonably conditioned.

II. COMPENSATION

2.1. Base Salary.

2.1.1. Subject to the terms of this Agreement, for all services rendered by Coach on behalf of the University, for the Term of Employment, the University shall pay Coach an annual base salary of Six Hundred Thousand and no/100 Dollars (\$600,000).

2.1.2. All compensation hereunder shall be paid in accordance with the University's regular payroll procedures for professional and administrative employees, and shall be subject to withholding for applicable federal, state, and local income taxes, federal social security taxes, and other applicable taxes and deductions.

2.1.3. In accordance with the University's Policies and Procedures, Coach shall be eligible for salary increases on an annual basis based upon the evaluation of the Director or the Director's designee.

2.1.4. After the conclusion of University fiscal year 2011, Coach's base salary is subject to furloughs, pay freezes, salary reductions or other similar or related adjustments to the same extent they may be required from time to time of other employees in the Department ("Salary Reductions").

2.2. Benefits. Unless inconsistent with the terms of this Agreement, the University shall provide Coach with a benefit program as provided generally for its professional and administrative employees as described in the Policies and Procedures (the "Benefits"). Notwithstanding any provision of this Agreement to the contrary, in determining the amount of Coach's fringe and retirement benefits, the University shall not take into account the amount of any media compensation supplement payments pursuant to any section of the Agreement, or the value of any non-cash compensation.

2.3. Automobile. Subject to University policy applicable generally to its coaches of intercollegiate athletics, the University shall provide Coach the use of an automobile throughout the Term of Employment.

2.4. Supplemental Compensation. Subject to the terms of this Agreement, the University shall pay Coach, in equal biweekly installments, annualized supplemental compensation of Six Hundred Thousand and no/100 Dollars (\$600,000) in recognition of Coach's efforts on behalf of the University for media, fundraising, community involvement, and endorsements of apparel and shoes. The University will receive and control all outside payments relating to apparel, shoes, and media appearances. After the conclusion of University fiscal year 2011, Coach's supplemental compensation is subject to furloughs, pay freezes, salary reductions, or other similar or related adjustments to the same extent they may be required from time to time of other employees in the Department ("Supplemental Reductions").

2.5. Incentive Compensation. Each year, the University shall pay Coach incentive compensation as provided in the Schedule of Incentives, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. The University shall deliver to Coach the payment of such incentive compensation for a year promptly after the University has determined the amount of such payment and whether the conditions of payment have been met, including Coach's compliance with Section 1.4 and 1.5 of this Agreement, but not later than February 1 for competition bonuses and not later than August 1 for academic performance bonuses.

2.6. Moving Expenses. The University shall reimburse Coach for his household moving expenses in accordance with University policy and state law.

2.7. Travel. The University shall provide space for Coach's spouse and children on each charter plane trip to away football games, as well as lodging and a reasonable allowance for meals for those individuals to attend such games. Additional travel-related expenditures for other individuals to attend away football games may be provided at the discretion of the Director. Additional spousal travel appropriate for University purposes but unrelated to football games may be authorized by the Director.

2.8. Home Games. The University shall provide to Coach the exclusive use of one stadium suite and the corresponding tickets for the suite at each home football game during the Term of Employment.

2.9. Payment to Former Institution. The University shall pay Coach an amount equal to the sum Coach is legally required to pay to his former institution in order to accept this employment from the University. Coach will be responsible for any tax consequences of this payment.

2.10. Tax Consequences of Additional Compensation. It is understood that there may be personal tax consequences attributable to Coach as a result of the compensation, benefits, and amenities associated with Coach's employment as head football coach, and that Coach is personally responsible for any and all such taxes.

2.11. Exclusive Compensation. The compensation, cash and otherwise, provided to Coach under this Article II shall constitute the total and exclusive compensation owed by the University to Coach.

III. TERMINATION

3.1. The University's Right to Terminate for Cause. Upon written notice to Coach, the University may for "just cause" terminate this Agreement or take other appropriate disciplinary as permitted herein. "Just cause" as used in this Agreement shall include, but not be limited to, the following:

- a. A serious violation of a rule of a Governing Association by or involving Coach as reasonably determined by the University, and for which the University has submitted notice to the Governing Association;
- b. A serious violation of a rule of a Governing Association by an assistant coach of the Team or other individual related to the Team which, in the reasonable judgment of the University, Coach knew or should have known about with reasonable diligence and oversight, and for which the University has submitted notice to the Governing Association;
- c. Multiple secondary violations of the rules of a Governing Association that, taken together, constitute a major violation as contemplated under NCAA Bylaw, Art. 19.02, as reasonably determined by the University, and for which the University reasonably determines Coach knew or should have known about with reasonable diligence and oversight;
- d. Failure to report any and all serious, major, or secondary violations of the rules of a Governing Association related to the Team, and the University reasonably determines that Coach knew or should have known about such failure with reasonable diligence and oversight;

- e. A substantial failure to perform his responsibilities under this Agreement following written notice from the Director specifying such failure and providing, where practicable, a twenty (20) day opportunity to cure such failure; or
- f. A violation of any policy of the University applicable to Coach or any law involving moral turpitude.

3.2. The University's Right to Terminate Without Just Cause. The University may terminate this Agreement at any time without "just cause" upon 30 days written notice to Coach. In such event, the University shall pay Coach as a termination fee based on the terms of this Agreement one half of the base salary amount and one half of the supplemental compensation amount payable to Coach under Section 2.1.1 and Section 2.4. of this Agreement (the "Termination Payment") for the remainder of the Term of Employment (as if it naturally expired) within thirty (30) days of the end of the notice period. Termination under this section shall supersede all rights Coach may have under the Policies and Procedures including, but not limited to, any rights to notice or layoff programs. Said Termination Payment shall be treated as liquidated damages (and not a penalty), as such damages are difficult to presently and accurately estimate; and further, the University agrees and acknowledges that Coach shall have no obligation to mitigate, as damages or otherwise, any amount of said Termination Payment.

3.2.2 Notwithstanding any term or provision of this Agreement in respect of Sections 3.1(a), (b), (c), or (d), if, in connection with any assertion of a violation of any rule by a Governing Association, and within two (2) years of any termination of Coach for just cause by the University, such Governing Association makes a final finding that no serious or major violation occurred, or that Coach was not responsible for any major violation (see Section 3.1(a)), or that Coach did not know or was not responsible to know of any such secondary violations or failure to report (see Section 3.1(b), (c) and (d)), then any such termination of Coach's employment by the University shall be deemed (retroactively or otherwise) to be a termination without just cause, and Coach will be entitled to payment of the Termination Payment under Sec. 3.2.

3.3. NCAA Enforcement Provisions (NCAA Bylaw 11.2.1). Notwithstanding any other provision of this Agreement to the contrary, if Coach is found in violation of any NCAA rule or regulation (following all timely appeals), Coach is subject to disciplinary or corrective actions as provided by NCAA enforcement procedures.

3.4. Disciplinary Procedure. In the event of any permitted disciplinary action including terminating Coach's contract pursuant to 3.1, the Director shall: (a) give Coach notice in writing of the allegations and the grounds for the proposed disciplinary action; (b) give Coach a reasonable opportunity to present in person, in writing, or both,

information relating to the allegations; (c) consult with the President concerning the proposed action; and (d) give Coach final written notice of the disciplinary decision and the reasons therefor. The Director may immediately suspend Coach with pay while the process provided in this subsection 3.4.1 is being carried out. Prior to consulting with the President and giving Coach final written notice under this subsection 3.4(c) and (d) above, the Director shall notify Coach of his right to request a review of the proposed discipline and the reasons therefor by the University's Vice President for Human Resources ("VP-HR"). Coach may exercise this right of review by making a written request to the Director within two (2) days after receiving such notice. The VP-HR shall consider any materials provided by the Director and Coach for such review, and may receive legal counsel from the Office of the General Counsel. As soon as practicable, the VP-HR shall provide a written report concerning the discipline and the reasons therefor to Coach and to the Director, who shall consider the report prior to giving Coach final written notice under this subsection 3.4(d), above. The Director's decision after following the procedure set forth in this subsection 3.4 shall be the final decision of the University and not subject to any further review within the University. Any suspension of Coach without pay shall not exceed forty-five (45) days.

3.5. Limited Liability. Subject to the terms of this Agreement, in no event shall the University be liable for the loss by Coach of any bonuses, benefits, perquisites, or income, including, but not limited to, those arising out of or relating to consulting relationships, camps, clinics, media appearances, or from any other sources whatsoever, that may ensue as a result of the University's termination of this Agreement, unless otherwise expressly stated herein. The terms of this Section 3.5 shall not release the University from its obligations to Coach under Section 3.2 of this Agreement.

3.6. Coach's Right to Terminate Without Just Cause. In the event Coach terminates this Agreement during the Term of Employment without just cause (which is hereby permitted), Coach shall pay the University as a termination fee an amount equal to two times his then current base salary amount.

3.7. Coach's Right to Terminate for Cause. This Agreement may be terminated by Coach at any time for just cause. Just cause shall include, but not be limited to, a material violation by the University of any terms or conditions of this Agreement not remedied within 15 business days after written notice thereof to the University. Just cause pursuant to this Section 3.7 shall also include any Salary Reductions of ten percent (10%) or higher in any individual year and/or any Supplemental Reductions of ten percent (10%) or higher in any individual year.

3.8. Automatic Termination. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall terminate automatically if Coach dies or becomes permanently disabled from performing his duties under this Agreement. If this event occurs, Coach or his estate shall be entitled to all compensation earned under this Agreement as of the date of the event.

IV. PROVISIONS OF GENERAL APPLICATION

4.1. Extension of Agreement. The University shall conduct a review of Coach's performance and this Agreement twenty-four months after the effective date of this Agreement, and may, at its discretion, grant an extension of this Agreement of one year or more.

4.2. Assignment of Rights. Coach acknowledges that the total compensation to be paid to Coach as head football coach is intended to include any and all amounts Coach might have expected to received from (1) any television and radio shows and advertising revenues derived from those shows; and (2) any arrangements with athletic shoe, apparel or equipment companies. It is therefore understood and agreed that any and all rights Coach has in the production and compensation for any television and radio shows and related advertising and any shoe, apparel or equipment arrangements are hereby assigned in their entirety to the University.

In connection with said assignment, Coach agrees as follows:

- a. Grants University the right to use the Coach's name and likeness in promoting any television or radio show;
- b. Grants University the right to permit others to sell all or a portion of the advertising for any such show;
- c. Grants University the right to collect and retain the revenues generated from the sale of advertising on any such show;
- d. Agrees to appear on any such show and to work cooperatively with the producer of such shows in scheduling taping sessions and other related production issues; and
- e. Agrees to work cooperatively with any shoe, apparel or equipment company to assist in the fulfillment of the University's obligations under any arrangement with the shoe, apparel or equipment company.

It is further expressly understood that the University may reassign any and all of the rights assigned to it by Coach.

4.3 Report of Athletically Related Income (NCAA Bylaw 11.2.2.). The University and Coach hereby stipulate that Coach shall annually provide to the Athletic Director a written detailed account of all athletically related income and benefits from sources outside the University including, but not limited to, the following:

- a. Annuity income related in any way to Coach's coaching, recruiting, or educational duties at the University;

- b. Sports camps;
- c. Housing benefits (including preferential housing arrangements);
- d. Country club memberships;
- e. Complimentary ticket sales;
- f. Television and radio programs; or
- g. Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers.

In addition, Coach shall comply with University of Minnesota policy and procedures regarding "Outside Consulting and Commitments by Intercollegiate Athletic Staff." The policies and procedures include, but are not limited to, receiving prior approval of any endorsement of a product or service, use of University trademarks and outside consulting commitments.

4.4. Notices/Administration. All notices, requests, and other communications from one of the parties to the other shall be in writing and, except as otherwise provided herein, shall be considered to have been duly given or served if sent by United States mail, first-class, certified or registered, postage pre-paid, return receipt requested, to the respective party at his or its address set forth below or to such other address set forth below or to such other address as such party may hereafter designate by notice to the other:

As to Coach:

Jerry Kill
University of Minnesota
220A Gibson/Nagurski Football Complex
600 15th Avenue Southeast
Minneapolis, MN 55455

With a copy to:

Jordan Bazant
The Agency Sports Management, LLC
230 Park Avenue
Suite 851
New York, NY 10169

As to the University:

University of Minnesota
Department of Intercollegiate Athletics
Attention: Director Joel Maturi
516-15th Avenue S.E.
Minneapolis, MN 55455

With copy to:

University of Minnesota
Office of the General Counsel
Attention: General Counsel
360 McNamara Alumni Center
200 Oak Street S.E.
Minneapolis, MN 55455-2006

4.5. Amendment. Any amendment to this Agreement shall be in writing executed and delivered by the parties.

4.6. Parties in Interest/Assignment. This Agreement shall be binding upon and the benefits and obligations provided for herein shall inure to the parties hereto and their respective heirs, legal representatives, successors, assigns, transferees, or donees, as the case may be. No portion of this Agreement shall be assignable without the prior written consent of the other party.

4.7. Effect of Prior Agreements. This Agreement is intended by the parties as the final and binding expression of their contract and agreement and as the complete and exclusive statement of the terms thereof. This Agreement supersedes and revokes all prior negotiations, representations, and agreements, whether oral or written, relating to the subject matter hereof, except as expressly provided herein.

4.8. Enforceability. If any provision contained herein shall be deemed or declared unenforceable, invalid, or void, the same shall not impair any of the other provisions contained herein, which shall be enforced in accordance with their respective terms.

4.9. Construction. The headings preceding and labeling the sections of this Agreement are for the purpose of identification only and shall not in any event be employed or used for the purpose of construction or interpretation of any portion of this Agreement. No waiver by any party of any default or nonperformance hereunder shall be deemed a waiver of any subsequent default or nonperformance. As used herein and where necessary, the singular shall include the plural and vice versa, and masculine, feminine and neuter expressions shall be interchangeable.

4.10. Applicable Law. The laws of the state of Minnesota shall govern this Agreement and any construction or interpretation thereof.

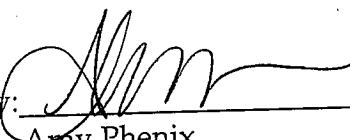
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first shown above.

Date: 10/21/11

By: 
Jerry Kill
Coach

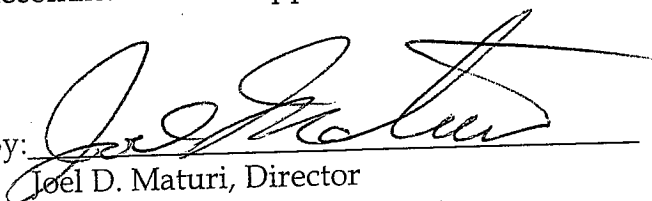
**REGENTS OF THE UNIVERSITY OF
MINNESOTA**

Date: 10/24/11

By: 
Amy Phenix
Chief of Staff

Recommended for Approval:

Date: 10-16-11

By: 
Joel D. Maturi, Director
Intercollegiate Athletics

Approved as to Form and Legality:

Date: 10.24.11

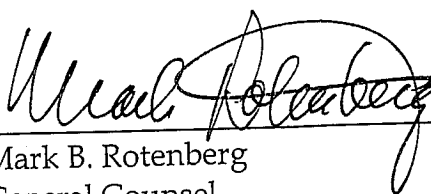
By: 
Mark B. Rotenberg
General Counsel

EXHIBIT A
SCHEDULE OF INCENTIVES

In lieu of any other performance based bonus plan the University may adopt for sports coaches or other University employees, the University shall pay Coach the following annual incentive bonuses, consistent with the requirements of Section 2.5 and all other terms of this Agreement:

I. Incentive compensation for achieving athletic performance goals as follows:

a) Winning the National Championship	\$50,000
b) Winning the Big Ten Championship	\$150,000
c) A win or tie for the Championship of a Big Ten Football Division	\$100,000
d) Being Named National Coach of the Year by a nationally recognized organization from a list agreed upon by Coach and the Director	\$100,000
e) Being Named Conference Coach of the Year by the Big Ten Coaches Poll or the Big Ten Media Poll	\$25,000
f) Five Big Ten wins	\$50,000
g) Each additional Big Ten win after the fifth	\$25,000

The amounts provided within this paragraph shall be cumulative.

II. Incentive compensation for receiving an invitation to any one of the following bowl games (to be redone if Conference realignment or bowl games change)

a) National Championship Game	\$ 150,000
b) BCS Bowl Game (excluding the National Championship Game)	\$ 125,000
c) Capitol One Bowl or Outback Bowl	\$ 100,000
d) Any Bowl Game Not Listed Above	\$ 25,000

The amounts provided within this paragraph are not cumulative.

III. Academic Performance - APR. The University shall pay Coach a bonus based on the annual Academic Progress Rate ("APR") for the Team as established each year by the NCAA, beginning at the end of 2010-2011, as follows:

a) APR greater than or equal to 940	\$ 30,000
b) APR greater than or equal to 950	\$ 50,000
c) APR greater than or equal to 960	\$ 75,000

The amounts provided within this paragraph are not cumulative.

IV. Graduation Rate. The University shall pay Coach a bonus based on the six-year graduation rate ("Graduation Rate") for the Team as determined each year by the University consistent with NCAA rules, beginning at the end of 2010-2011:

In each year the Graduation Rate for the Team is greater than or equal to the graduation rate of the overall undergraduate student body, the University shall pay Coach \$100,000.